PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

SUPPLY, DELIVERY, INSTALLATION AND TESTING OF VARIOUS HEATED AIR MECHANICAL GRAIN DRYERS

(PHilMech-RCEF-23-01-04)

Schedule of Activities:

Pre-Bidding Conference:

March 31, 2023; 10:00AM Auditorium, PHilMech Main Office Science City of Muñoz, Nueva Ecija

Submission & Opening of Bids:

April 14, 2023; 10:00AM Auditorium, PHilMech Main Office Science City of Muñoz, Nueva Ecija

> Sixth Edition July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

 $\mathbf{EXW} - \mathbf{Ex}$ works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods — Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines

Department of Agriculture

Philippine Center for Postharvest Development and Mechanization

Science City of Muñoz, Nueva Ecija, Philippines www.philmech.gov.ph
ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 CERTIFIED







INVITATION TO BID

SUPPLY, DELIVERY, INSTALLATION AND TESTING OF VARIOUS HEATED AIR MECHANICAL GRAIN DRYERS

(PHilMech-RCEF-23-01-04)

1. The Philippine Center for Postharvest Development and Mechanization (PHilMech) through its FY 2023 Rice Competitive Enhancement Fund (RCEF) intends to apply the below-specified amounts, being the Approved Budget for the Contract (ABC) for each lot, as indicated herein to payments under the contract for the SUPPLY, DELIVERY, INSTALLATION AND TESTING OF VARIOUS HEATED AIR MECHANICAL GRAIN DRYERS. Bids received in excess of the ABC of each Lot shall be automatically rejected during Bid opening.

LOT NO.	PROJECT TITLE	ABC (PhP)	COST OF BIDDING DOCUMENTS (PhP)
1	Supply, Delivery, Installation and Testing of 14 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions CAR &II	48,373,850.00	10,000.00
2	Supply, Delivery, Installation and Testing of 13 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions IV-A & V	44,918,575.00	10,000.00
3	Supply, Delivery, Installation and Testing of 24 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Region IV-B	82,926,600.00	20,000.00
4	Supply, Delivery, Installation and Testing of 7 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Visayas (Regions VI, VII & VIII)	24,186,925.00	10,000.00
5	Supply, Delivery, Installation and Testing of 18 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions IX, X & CARAGA	62,194,950.00	15,000.00

	ALL LOTS	431,465,525.00	50,000.00
9	Supply, Delivery, Installation and Testing of 8 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (12 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions IX, X, XI & CARAGA	34,404,800.00	10,000.00
8	Supply, Delivery, Installation and Testing of 6 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (12 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions III & IV-A	25,803,600.00	10,000.00
7	Supply, Delivery, Installation and Testing of 10 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (12 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions I & II	43,006,000.00	10,000.00
6	Supply, Delivery, Installation and Testing of 19 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions XI, XII & BARMM	65,650,225.00	15,000.00

- 2. The **PHilMech** now invites bids from eligible bidders for the **SUPPLY**, **DELIVERY**, **INSTALLATION AND TESTING OF VARIOUS HEATED AIR MECHANICAL GRAIN DRYERS**. Delivery of the GOODS is required within **One Hundred Eighty (180) calendar days** from receipt of the Notice to Proceed. Bidders should have completed within ten (10) years from the date of submission and receipt of bids a contract similar to the project. For this purpose, a similar contract shall refer to any contract for the **Supply and Delivery of Agricultural Machine/s**.
- 3. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criteria as specified in the 2016 Revised Implementing Rules and Regulations (IRR-A) of Republic Act 9184 (R.A. 9184), otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183

- 4. Interested Bidders may obtain further information from the **PHilMech** and inspect the Bidding Documents at the address given below from 8:00 am to 5:00 pm.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders during office hours from **March 24 to April 14, 2023** from the address given below upon payment of the applicable fee for the Bidding Documents as specified for each lot above.

Bidders may also opt to deposit in cash the applicable fee to the PHilMech's Official Bank Account: Landbank of the Philippines (LBP) Account Name: <u>PHILMECH TRUST FUND</u>; <u>Account No. 2962-1023-63</u> and by presenting or sending the proof of payment e.g. bank deposit slips to the address written below or email to bac@philmech.gov.ph.

The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity provided that Bidders shall pay the applicable fee for the Bidding Documents before the submission of their Bids.

6. The **PHilMech** will hold a Pre-Bid Conference on **March 31, 2023; 10:00AM** at the **Auditorium, PHilMech Main Office, CLSU Compound, Science City of Muñoz, Nueva Ecija,** which shall be open to prospective bidders.

Interested bidders may opt to attend via video conferencing and pre-register on the email address provided below to signify their intention to participate. A Personal Meeting ID shall be provided to the authorized representative upon registration.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the address indicated below on or before 10:00AM of April 14, 2023. Late Bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **April 14, 2023; 10:00AM** at the address given below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The **PHilMech** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and Section 41 of RA9184 and its IRR and GPPB Resolution No. 09-2020 without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please contact:

The BAC Secretariat,

PHilMech Administrative Division-Procurement Management Section

CLSU Compound, Science City of Muñoz, Nueva Ecija

Contact No. 0917 301 8242

E-mail: bac@philmech.gov.ph

13. Interested bidders may also visit the following websites:

For downloading of Bidding Documents:

www.philmech.gov.ph

https://old.philmech.gov.ph/?page=bidding

RONALDO SEBASTIAN R. REYES

BAC Chairperson

NOTICE/ANNOUNCEMENT

PHILMECH DOES NOT CONDONE ANY FORM OF SOLICITATION FROM ANY PROSPECTIVE BIDDER BY ANY OF ITS STAFF/EMPLOYEE OR BY ANY OTHER PARTY. ANY ACTIVITY OF THIS NATURE MAY BE IMMEDIATELY REPORTED TO THE OFFICE OF THE DIRECTOR OR TO ANY APPROPRIATE LAW ENFORCEMENT AGENCY FOR ENTRAPMENT AND/OR INVESTIGATION.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Center for Postharvest Development and Mechanization (PHilMech)* wishes to receive Bids for the *SUPPLY*, *DELIVERY*, *INSTALLATION AND TESTING OF VARIOUS HEATED AIR MECHANICAL GRAIN DRYERS*, with identification number (*PHilMech-RCEF-23-01-04*).

The Procurement Project SUPPLY, DELIVERY, INSTALLATION AND TESTING OF VARIOUS HEATED AIR MECHANICAL GRAIN DRYERS is composed of nine (9) lots, the details of which are described in Section VII (Technical Specifications)

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **FY 2023** in the amount of **Php 431,465,525.00**
- 2.2. The source of funding is **NGA**, the **General Appropriations Act**

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder must have:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at the PHilMech Auditorium and/or video conferencing/webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *10 years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until August 12, 2023 or one hundred twenty (120) calendar days after the opening of bids in the event of a change in the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
5.3	For this purpose, a contract similar to the project shall be:				
	 a. Supply and Delivery of Agricultural Machine/s b. Completed, within the last 10 years prior to the deadline for the submission and receipt of bids. At least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; and the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above. Bidders shall include in their bids: 				
	1. A photocopy	of the Single Lar	gest Completed Contract or	r Purchase Order; and	
	2. The correspo	onding proof of co	mpletion, which could eith	er be:	
	(i) Certificate	of Final Acceptar	nce from the bidder's client	t; or	
	(ii) Official R	Receipt of the bidd	er covering the full amount	t of the contract	
	Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.				
7.1	Subcontracting	is not allowed.			
12	No further instruction.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	LOT NO. ABC 1. Bid Security in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit (2% of the ABC) 1. Bid Security in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit (2% of the ABC)				
	1	48,373,850.00	967,477.00	2,418,692.50	
	2	44,918,575.00	898,371.50	2,245,928.75	
	3	82,926,600.00	1,658,532.00	4,146,330.00	
	4	24,186,925.00	483,738.50	1,209,346.25	
	5	62,194,950.00	1,243,899.00	3,109,747.50	
	6	65,650,225.00	1,313,004.50	3,282,511.25	
	7	43,006,000.00	860,120.00	2,150,300.00	
	8	25,803,600.00	516,072.00	1,290,180.00	
	9	34,404,800.00	688,096.00	1,720,240.00	
	One Bid Security shall be submitted for each lot if the bid security is in the form of cash, cashier's/manager' check, bank draft/guarantee or irrevocable letter of credit or surety bond.				

19.3	LOT NO.	PROJECT TITLE	ABC (PhP)
	1	Supply, Delivery, Installation and Testing of 14 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions CAR & II	48,373,850.00
	2	Supply, Delivery, Installation and Testing of 13 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions IV-A & V	44,918,575.00
	3	Supply, Delivery, Installation and Testing of 24 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Region IV- B	82,926,600.00
	4	Supply, Delivery, Installation and Testing of 7 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Visayas (Regions VI, VII & VIII)	24,186,925.00
	5	Supply, Delivery, Installation and Testing of 18 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions IX, X & CARAGA	62,194,950.00
	6	Supply, Delivery, Installation and Testing of 19 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions XI, XII & BARMM	65,650,225.00
	7	Supply, Delivery, Installation and Testing of 10 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (12 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions I & II	43,006,000.00
	8	Supply, Delivery, Installation and Testing of 6 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (12 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions III & IV-A	25,803,600.00

	9 Supply, Delivery, Installation and Testing of 8 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (12 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions IX, X, XI & CARAGA	34,404,800.00	
19.4	Service of pertinent notices related to this bidding through Electronic Mail (e-mail) to the email address provided by the bidder shall be tantamount to proof of actual service and shall be deemed received by the bidder on the date of service or email.		
20.2	"No Additional Requirement"		
21.1	"No Additional Requirement"		
21.2	"Not Applicable"		

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

000	Special Conditions of Contract		
GCC Clause			
1	Delivery and Documents –		
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:		
	"The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause, the Procuring Entity's Representative at the Project Sites are as follows:		
	Cluster 1 (Regions I and III) – Engr. Domingo A. Miranda Cluster 2 (CAR and Region II) – Engr. Jarell S. Oting Cluster 3 (Regions IV-A, IV-B and V) – Engr. Nino D. Bengosta Cluster 4 (Regions VI, VII and VIII) – Engr. Romar A. Areno Cluster 5 (Regions IX, X and CARAGA) – Engr. Edgar A. Testa Cluster 6 (Regions XI, XII and BARMM) – Engr. Ray N. Adarna		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: performance or supervision of on-site assembly and/or start-up of the supplied Goods;		
	a. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;		
	 b. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; c. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 		

- d. Training of the Procuring Entity's recipients, at the delivery site, on assembly, start-up, operation, maintenance, and/or basic repair of the supplied Farm Machineries.
- e. Provision of palay sample for testing.
- f. Furnishing of all other services required for compliance with the technical specifications.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

- 2.2 The terms of payment shall be as follows:
 - a) Fifty percent (50%) of the Contract Price: upon Fifty Percent (50%) completion of the project and submission of required documents.
 - b) Fifty percent (50%) of the Contract Price: upon One Hundred Percent (100%) completion of the project and submission of required documents.
- 4 All goods delivered under this contract shall be subject to the following test:
 - Technical inspection to determine their order and condition, quantity, compliance with the technical specifications and all other contract requirements;
 - Operational test upon delivery on-site;
 - Performance testing through random sampling.

Prior notice of the schedule of such tests or inspections, written or verbal, will be given to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified, in which case, the results of the inspection conducted by the procuring Entity shall be final and binding upon the Supplier.

5.1 The Procuring Entity's address for notice is bac@philmech.gov.ph

The Bidder's address for notice is the e-mail address indicated in the bidder's Omnibus Sworn Statement (OSS)

Service of pertinent notices related to this bidding through Electronic Mail (e-mail) to the email address provided by the bidder in the OSS shall be tantamount to proof of actual service and shall be deemed received by the bidder on the date of service or email.

Section VI. Schedule of Requirements

RE: SUPPLY, DELIVERY, INSTALLATION AND TESTING OF VARIOUS GRAIN DRYERS (PHilMech-RCEF-23-01-04)

Lot no/s. being bid:	Name and Signature of Authorized Representative:
	•

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Project Title	Delivered, Weeks/Months
(LOT No.)		
	Supply, Delivery, Installation and Testing of 14 units Heated Air	180CD
1	Mechanical Grain Dryers- Recirculating Batch Type (6 tons	
	capacity) with Biomass and Petroleum Based Fuel Heating	
	System for Regions CAR & II Supply, Delivery, Installation and Testing of 13 units Heated	180CD
	Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons	160CD
2	capacity) with Biomass and Petroleum Based Fuel Heating	
	System for Regions IV-A & V	
	Supply, Delivery, Installation and Testing of 24 units Heated	180CD
2	Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons	
3	capacity) with Biomass and Petroleum Based Fuel Heating	
	System for Region IV-B	
	Supply, Delivery, Installation and Testing of 7 units Heated Air	180CD
4	Mechanical Grain Dryers- Recirculating Batch Type (6 tons	
	capacity) with Biomass and Petroleum Based Fuel Heating	
	System for Visayas (Regions VI, VII & VIII)	10000
	Supply, Delivery, Installation and Testing of 18 units Heated	180CD
5	Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons capacity) with Biomass and Petroleum Based Fuel Heating	
	System for Regions IX, X & CARAGA	
	Supply, Delivery, Installation and Testing of 19 units Heated	180CD
	Air Mechanical Grain Dryers- Recirculating Batch Type (6 tons	10002
6	capacity) with Biomass and Petroleum Based Fuel Heating	
	System for Regions XI, XII & BARMM	
	Supply, Delivery, Installation and Testing of 10 units Heated	180CD
7	Air Mechanical Grain Dryers- Recirculating Batch Type (12 tons	
/	capacity) with Biomass and Petroleum Based Fuel Heating	
	System for Regions I & II	
	Supply, Delivery, Installation and Testing of 6 units Heated Air	180CD
8	Mechanical Grain Dryers- Recirculating Batch Type (12 tons	
	capacity) with Biomass and Petroleum Based Fuel Heating	
	System for Regions III & IV-A	

9	Supply, Delivery, Installation and Testing of 8 units Heated Air Mechanical Grain Dryers- Recirculating Batch Type (12 tons capacity) with Biomass and Petroleum Based Fuel Heating System for Regions IX, X, XI & CARAGA	180CD
Signature	over Printed Name of Bidder Position/Design	

Date

(Name, Address & Tel. No. of Company)

Section VII. Technical Specifications

Technical Specifications

RE: SUPPLY, DELIVERY, INSTALLATION AND TESTING OF VARIOUS HEATED AIR MECHANICAL GRAIN DRYERS

(PHilMech RCEF-23-01-04)

Lot no/s. being bid:	Name and Signature of Authorized Rep	resentative:
SPECIFICATION	Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be	BROCHURE PAGE NO.
	regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuance.	
Supply, Delivery, Installation and Testing of Heated Air Mechanical Grain Dryer - Recirculating Batch Dryer (6 tons capacity) with Biomass and Petroleum Based Heating System		
Technical Specifications:		
Product Quality		
- Cracked grain, % Increase: 3% maximum		
- Head rice, % decrease: 5% maximum		

- Hulled/damaged grain % increase:		
2% maximum		
- Drying Loss/Spillage: 1% maximum		
- Drying System		
Holding capacity: 6 tons wet		
palay @ 24% moisture content,		
minimum		
• Moisture gradient: 2%		
maximum		
• Drying Efficiency: 75%		
minimum		
Drying rate: 0.8 %/hr minimum		
With Compatible single-phase electric motor for the drying		
system		
Vertical rectangular bin		
* Consist of rectangular		
vertically installed drying		
chamber		
 With control panel 		
- With mimic flow of		
operation		

- With basic electrical meter		
such as ammeter and voltmeter display		
- With basic safety cut-off		
features		
* Emergency shutdown		
button		
* With on-off pilot lights		
switch button and		
indicating operating motor,		
each component with motor should have		
motor should have individual circuit breaker		
* With magnetic starter with		
overload		
* With interlocking system		
and emergency button		
- Construction: Stainless steel -		
ASTM 304 for the following parts		
such as:		
Drying bin wall / cover		
Discharge chute		
Elevator casing		
Bottom Boot Section of the Elevator		
Elevator		
• Drying Chamber: Perforated screen for non LSU type or		
Inverted V-duct for LSU type		
Auger		
- 114501	L	

 Auger Casing 	
 Receiving hopper 	
- Mounting frame	
• Steel angular bar (50mm x 50mm x 6mm, minimum)	
Mounting frame shall be fitted	
with brackets for concrete floor	
installation	
With the following components:	
<u> </u>	
1. Heating system 1	
- Petroleum based fuel: Direct-fired	
- Heating system efficiency: 90%,	
minimum	
With the following accessories:	
- Flame sensor	
- Electronic ignition system	
- Automatic fuel shut-off	
- Adjustable fuel vaporizer	
- Automatic temperature control	
- Temperature monitoring system	
- Galvanized fuel container made of	
non-corrosive and heat-resistant	
material at 200 liters capacity,	
minimum	
- Compatible single-phase electric	
motor for the heating system	
2. Heating system 2	
- Biomass fuel: Indirect-fired	
- Heating system efficiency: 50%,	
minimum	
- Heat exchanger: Fire tubes	
- Burning chamber: Made of refractory	
bricks	
• With automatic fuel feeder that	
is not directly exposed to the	
burning fuel and capable of	
maintaining and sustaining 60	
degree Celsius	
With the following accessories:	
With temperature central	
With temperature controlWith compatible single-phase electric	
motor	
motor	
3. Pre-cleaner	
- Input capacity: 6ton/hr, minimum	
input supusity. Ottom in, minimum	

- Sieve mechanism: Made of stainless steel 304	
- Capable of removing large impurities	
and unthreshed paddy	
- With compatible electric motor	
4. With provision of ducting to divert heat	
source from heating system 1 or heating	
system 2	
- Made of stainless steel or primer	
painted and powdered coated B.I. or	
G.I sheet	
5 Dust collection system consists of	
5. Dust collection system consists of cyclone separator/collector and suction	
blower. All ducting shall be fabricated	
from sheet metal and the connectors must	
be airtight	
<u>-</u>	
With the following accessories:	
1. Generator set	
- Capacity: Compatible to the	
drying system, able to provide	
sufficient continuous and peak	
power requirements of the drying	
system	
- Voltage requirement compatible to the system	
- Power supply/generating system	
should be brand new	
- Provided with Mechanical	
Transfer Switch (MTS)	
- The electrical wire, wire	
accessories, and piping to connect	
the power generating unit to the MTS and the dryer control	
panel/system shall be provided by	
the bidder	
- With thermal insulation and noise	
suppresor	
- Noise level: 92db maximum	
without provision of ear muff.	
Above 92db, provision of ear	
muff	
- Housing design for the power generating system	
Dimension of the housing	
should be compatible to the	
offered power generating system	
• With a housing height of 2m	
(minimum) from elevated	
concrete floor to bottom chord	

The housing shall be made of Corrugated G.I. roofing (0.4mm thickness, minimum), metal column, and with steel truss frame	
Enclosed with steel matting walls	
- Elevated Flooring Requirement	
With concrete elevated flooring of at least 30cm above the normal ground level and can withstand the vibration of the power generating unit	
The power generating unit should have one (1) meter (minimum) distance from the perimeter wall	
Maximum of 20m distance from the generator set and drying control unit	
2. Portable handheld moisture meter	
- Grain: Paddy, rice and other	
grains (optional)	
- Type: Capacitance	
- Moisture range: 12-25% or wider	
- Accuracy: ± 0.5% or better	
- LCD/LED display	
- Battery operated	
- Automatic density and temperature compensation	
- Product brochure with technical specifications in English	
3. Standard heavy duty tools: made of tempered steel and chrome vanadium	
- One (1) set socket wrench (No. 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 27, 30, 32, minimum)	
- One (1) set combination wrench (open and box, 10pcs- size appropriate to the drying system)	
- Electrical plier: 200mm, minimum	
- Screwdriver: Philips and flat head, 300mm, minimum	
- Grease gun, 250mm cylinder length, minimum	
- Mechanical pliers, 200mm, minimum	

Heavy duty toolbox and roll up tools holderSize that could accommodate the	
required of tools	
4. Vacuum cleaner	
- Rated input power: 1,000 W, minimum	
- Maximum air flow: 3 cubic meter/minute	
- Capacity: 30li, minimum	
- Power cord: 5m, minimum	
 Features: high capacity and high suction 	
7.0 (4)	
5. One (1) unit fire extinguisher	
- Dry chemical, stored pressure type, 6.80kgs, minimum	
6. Automatic portable bag/sack closer/sewer	
7. With complete set of OEM Manual for drying unit, drying system, electric motor, generator set and portable handheld moisture meter written in English/Filipino/Vernacular for each delivered unit	
With other technical requirements:	
1. Certification that the bidder will submit a duly signed electrical plan of the drying system offered (electrical layout, schedule of loads, general notes and/or specification, and legends/symbols) by a registered professional engineer as a condition for payment	
2. Copy of Equipment Manufacturer Manual of drying unit, drying system, electric motor, generator set and portable handheld moisture meter written in English/Filipino/Vernacular to be presented during post qualification evaluation	
3. Laminated reflectorized vinyl sticker RCEF Mechanization Program logo (254mm x 508mm) at the prescribed part of the dryer	

4. Laminated reflectorized vinyl sticker RCEF Mechanization Program logo (177mm x 355mm) at the prescribed part of the power supply	
5. Project Signage/Marker	
- Made of tubular steel: 38mm x 38mm, minimum	
- Painted on G.I. sheet #18: 1,200mm x 2,400mm, minimum	
- Refer to the attached layout design and description	
6. Manufacturer's name plate with the serial number of the machine and the serial number of the power generating unit	
7. Non-stainless material should be painted-finish, with rust-proofing primer and final paint color	
8. Valid AMTEC test result of a similar drying system should conform to the PNS-PAES 201:2015 standard for moisture gradient, drying rate, product quality, drying loss/spillage, drying efficiency and heating system efficiency. Separate AMTEC test report for both heating systems should be provided	
9. Testing of the dryer being offered once installed and ensures compliance to technical specifications herein	
- Random full load test of 10% per lot using fresh paddy and the other 90% will be subjected for functional test. Non-conformity with the specifications of the unit subjected to full load testing will mean full load testing of all units being supplied (samples and other expenses during full load test and functional test shall be shouldered by the bidder)	
10. Certification from the bidder that the offered unit is brand new, latest model and not rebranded	
11. Conformity as to the technical specifications of the Procuring Entity signed and sealed by an Agricultural and Biosystems Engineer as prescribed by the Section 27.1 of the RA 10915 otherwise known as "Philippine Agricultural and	

Biosystems Engineering Act of 2016",	
sample of which is hereto attached	
sample of which is hereto attached	
12. National Agricultural and Fisheries	
Machinery Assemblers, Manufacturers,	
Importers, Distributors and Dealers	
Accreditation and Classification	
(NAMDAC) Certification for the Bidder	
(NAMDAC) Certification for the bidder	
13. Provision of after sales services:	
- One (1) year warranty for services	
and parts due to manufacturing	
defects upon acceptance	
* *	
- Valid Certificate of	
Dealership/Distributorship/Author	
ity to sell, and Commitment to	
Supply directly or indirectly	
issued by the manufacturer or	
distributor to the bidder	
- Manufacturer's, distributor's or	
bidder's certification that the	
proposed grain dryer brand has	
been sold in the Philippine	
1.1	
market for the last five (5) years,	
accompanied or duly supported	
by documentary proof. The	
• • •	
documentary proof must be	
verifiable through phone call,	
ocular inspection or both,	
_	
covering the period beginning	
from 2018 or earlier and maybe	
any or a combination of the	
following:	
a) Record of sales;	
b) Dealership or servicing	
agreements indicating the Brand	
subject thereof;	
c) Bill of Lading, and /or other	
similar records indicating	
shipment or delivery of the grain	
dryer brand to the Philippines;	
d) Client's affidavit indicating	
client's complete address and	
telephone number, brand, type	
and model of grain dryer, date of	
<u> </u>	
purchase and duly supported by	
physical proof of grain dryer.	
- Certification from the supplier	
* *	
that they will repair or replace the	
defective parts or components and	
provide after sales service within	
*	
72hours upon receipt of	

complaints. (PNS/BAFS/PAES 192:2016)			
- Certification of having at least two			
(2) technicians/personnel trained			
by the bidder on the operation,			
repair and maintenance of the			
heated air mechanical grain dryer			
- Provision of training on the proper handling, operation and			
maintenance of the unit for at least			
two (2) operators per beneficiary			
14. Certification from at least 1 client that			
they have satisfactorily complied with the			
provision of after sales service within			
72hours upon receipt of the request.			
15. Notarized certificate of stock			
availability or stock allocation from the			
national distributor or manufacturer			
specifying the name of the project			
16. Certification of guaranteed spare parts			
availability for at least five (5) years			
17 Conference of Many Conference			
17. Certification of Very Satisfactory Performance of the Heated Air			
Mechanical Grain Dryer being offered as			
to: i) Machinery Performance; ii)			
Machinery Durability; and iii) Availability			
of Parts and Service; and, issued by any			
government or private company in the			
Philippines, excluding PHilMech, duly			
signed by the Current Head of Agency/Company within the last one (1)			
year. For individual customers/clients,			
certification from at least 3 clients is			
required with full address and telephone			
numbers.			
N. D. C. C.			
Note: Please see attached certification template			
тетрите			
		101	
I hereby certify that the Statement of Compliance to if found false either during the bid evaluation or po our bid.	st-qualification, the same sha	ecifications are true and call give rise to automatic	disqualification of
		Signature over Printe	d Name of Bidder
Signed and Sealed* by:			
Signature over Printed Name Agricultural Engineer o		Posi	tion / Designation
Agricultural Engineer of Agricultural and Biosystems E			
		(Name, Address & Tel.	No. of Company)
*as per prescribed dry seal by PRC-PRBABE Resolu	ution No. 04 Series of 2018	(Ivallie, Address & Tel.	140. of Company)
"Read and accepted as part of the contract"	42		
read and accepted as part of the contract	42	BIDDER'S SIGNA	TURE

	Statement of Compliance*	
SPECIFICATION	Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuance.	BROCHURE PAGE NO.
Supply, Delivery, Installation and Testing of Heated Air Mechanical Grain Dryer - Recirculating Batch Dryer (12 tons capacity) with Biomass and Petroleum Based Heating System	issuance.	
Technical Specifications:		
Product Quality		
- Cracked grain, % Increase: 3% maximum		
- Head rice, % decrease: 5% maximum		
- Hulled/damaged grain % increase: 2% maximum		
- Drying Loss/Spillage: 1% maximum		
- Drying System		
Holding capacity: 12 tons wet palay @ 24% moisture content, minimum		
Moisture gradient: 2% maximum		
Drying Efficiency: 75% minimum		
Drying rate: 0.8 %/hr minimum		

With Compatible electric motor	
for the drying system	
Vertical rectangular bin	
* Consist of rectangular	
vertically installed drying	
chamber	
With control panel With control panel	
- With mimic flow of	
operation	
- With basic electrical meter	
such as ammeter and	
voltmeter display	
- With basic safety cut-off	
features	
* Emergency shutdown	
button	
* With on-off pilot lights	
switch button and	
indicating operating motor, each component with	
motor should have	
individual circuit breaker	
* With magnetic starter with	
overload	
* With interlocking system	
and emergency button	
- Construction: Stainless steel -	
ASTM 304 for the following parts	
such as:	
Drying bin wall / cover	
Discharge chute	
Elevator casing	
Bottom Boot Section of the	
Elevator	
Drying Chamber: Perforated screen for non-LSU type or	
Inverted V-duct for LSU type	
Auger	
Auger Casing	
Receiving hopper	
- Mounting frame	
~	
• Steel angular bar (50mm x 50mm x 6mm, minimum)	
Mounting frame shall be fitted	
with brackets for concrete floor	
installation	
With the following components:	
1. Heating system 1	
- Petroleum based fuel: Direct-fired	

- Heating system efficiency: 90%, minimum	
IIIIIIIIIIIII	
With the following accessories:	
With the following accessories: - Flame sensor	
- Electronic ignition system	
- Automatic fuel shut-off	
- Adjustable fuel vaporizer	
- Automatic temperature control	
Temperature monitoring systemGalvanized fuel container made of	
non-corrosive and heat-resistant	
material at 200 liters capacity,	
minimum	
- Compatible electric motor for the	
heating system	
2. Heating system 2	
- Biomass fuel: Indirect-fired	
- Heating system efficiency: 50%, minimum	
- Can provide the required heating	
temperature or can provide 70°C	
drying temperature	
- Heat exchanger: Made of Fire tubes	
- Burning chamber: Made of refractory bricks	
With automatic fuel feeder that	
is not directly exposed to the	
burning fuel and capable of	
maintaining and sustaining 60	
degree Celsius	
With the fellowing accessories	
With the following accessories: - With temperature control	
- With compatible electric motor	
- with compatible electric motor	
3. Pre-cleaner	
Input capacity: 10ton/hr, minimumSieve mechanism: Made of stainless	
steel 304	
- Capable of removing large impurities	
and unthreshed paddy	
- With compatible electric motor	
4. With provision of ducting to divert heat	
source from heating system 1 or heating	
system 2	
- Made of stainless steel or primer painted and powdered coated B.I. or	
G.I sheet	

5 D + 11 + 1 + 1 + 6		
5. Dust collection system consists of		
cyclone separator/collector and suction		
blower. All ducting shall be fabricated		
from sheet metal and the connectors must		
be airtight		
With the following accessories:		
1. Generator set		
- Capacity: Compatible to the		
drying system, able to provide		
sufficient continuous and peak		
power requirements of the drying		
system		
- Voltage requirement compatible		
to the system		
- Power supply/generating system		
should be brand new		
- Provided with Mechanical		
Transfer Switch (MTS)		
- The electrical wire, wire		
accessories, and piping to connect		
the power generating unit to the		
MTS and the dryer control		
panel/system shall be provided by		
the bidder		
- With thermal insulation and noise		
suppresor - Noise level: 92db maximum		
without provision of ear muff.		
Above 92db, provision of ear		
muff		
- Housing design for the power		
generating system		
Dimension of the housing		
should be compatible to the		
offered power generating system		
With a housing height of 2m		
(minimum) from elevated		
concrete floor to bottom chord		
The housing shall be made of		
Corrugated G.I. roofing (0.4mm		
thickness, minimum), metal		
column, and with steel truss		
frame		
• Enclosed with steel matting		
walls		
- Elevated Flooring Requirement		
With concrete elevated flooring		
of at least 30cm above the		
normal ground level and can		
withstand the vibration of the		
	1	

power generating unit	
• The power generating unit	
should have one (1) meter	
(minimum) distance from the	
perimeter wall	
• Maximum of 20m distance from	
the generator set and drying	
control unit	
2. Portable handheld moisture meter	
Cusine Dodder vise and other	
- Grain: Paddy, rice and other	
grains (optional)	
- Type: Capacitance	
- Moisture range: 12-25% or wider	
- Accuracy: ± 0.5% or better	
- LCD/LED display	
- Battery operated	
- Automatic density and	
temperature compensation	
- Product brochure with technical	
specifications in English	
3. Standard heavy duty tools: made of	
tempered steel and chrome vanadium	
- One (1) set socket wrench (No. 8,	
9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 27, 30, 32,	
minimum)	
- One (1) set combination wrench	
(open and box, 10pcs- size	
appropriate to the drying system)	
- Electrical plier: 200mm, minimum	
- Screwdriver: Philips and flat head,	
300mm, minimum	
- Grease gun, 250mm cylinder	
length, minimum	
- Mechanical pliers, 200mm,	
minimum	
- Heavy duty toolbox and roll up	
tools holder	
Size that could accommodate the	
required of tools	
4. Vacuum cleaner	
D . 11	
- Rated input power: 1,000 W,	
minimum Marianum ain flanu 2 aukia	
- Maximum air flow: 3 cubic meter/minute	
- Capacity: 30li, minimum	

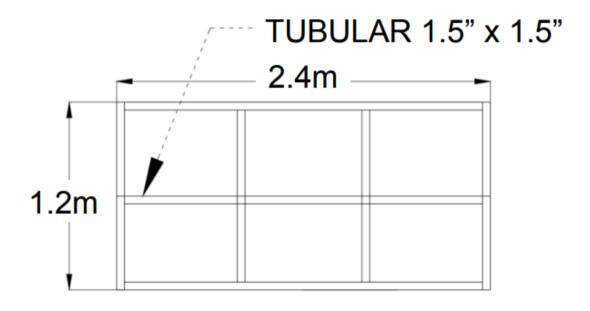
- Power cord: 5m, minimum	
- Features: high capacity and high	
suction	
5. One (1) unit fire extinguisher	
- Dry chemical, stored pressure type, 6.80kgs, minimum	
6. Automatic portable bag/sack closer/sewer	
7. With complete set of OEM Manual for drying unit, drying system, electric motor, generator set and portable handheld moisture meter written in English/Filipino/Vernacular for each delivered unit	
With other technical requirements:	
1. Certification that the bidder will submit a duly signed electrical plan of the drying system offered (electrical layout, schedule of loads, general notes and/or specification, and legends/symbols) by a registered professional engineer as a condition for payment	
2. Copy of Equipment Manufacturer's Manual of drying unit, drying system, electric motor, generator set and portable handheld moisture meter written in English/Filipino/Vernacular to be presented during post qualification evaluation	
3. Laminated reflectorized vinyl sticker RCEF Mechanization Program logo (254mm x 508mm) at the prescribed part of the dryer	
4. Laminated reflectorized vinyl sticker RCEF Mechanization Program logo (177mm x 355mm) at the prescribed part of the power supply	
5. Project Signage/Marker	
- Made of tubular steel: 38mm x 38mm, minimum	
- Painted on G.I. sheet #18: 1,200mm x 2,400mm, minimum	
- Refer to the attached layout design and description	

6. Manufacturer's name plate with the serial number of the machine and the serial number of the power generating unit	
7. Non-stainless material should be painted-finish, with rust-proofing primer and with final paint color	
8. Valid AMTEC test result of a similar drying system should conform to the PNS-PAES 201:2015 standard for moisture gradient, drying rate, product quality, drying loss/spillage, drying efficiency and heating system efficiency. Separate AMTEC test report for both heating systems should be provided	
9. Testing of the dryer being offered once installed and ensures compliance to technical specifications herein	
- Random full load test of 10% per lot using fresh paddy and the other 90% will be subjected for functional test. Non-conformity with the specifications of the unit subjected to full load testing will mean full load testing of all units being supplied (samples and other expenses during full load test and functional test shall be shouldered by the bidder)	
10. Certification from the bidder that the offered unit is brand new, latest model and not rebranded	
11. Conformity as to the technical specifications of the Procuring Entity signed and sealed by an Agricultural and Biosystems Engineer as prescribed by the Section 27.1 of the RA 10915 otherwise known as "Philippine Agricultural and Biosystems Engineering Act of 2016", sample of which is hereto attached	
12. National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Certification for the Bidder	
13. Provision of after sales services:	
- One (1) year warranty for services	

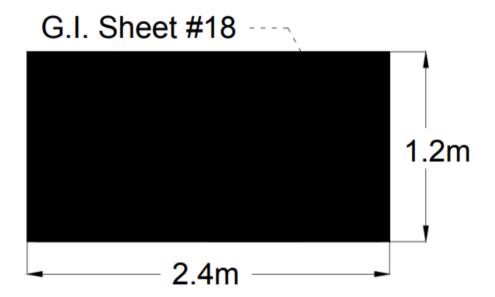
	1 , 1 , C ,		
	and parts due to manufacturing		
	defects upon acceptance		
-	Valid Certificate of		
	Dealership/Distributorship/Author		
	ity to sell, and Commitment to		
	Supply directly or indirectly		
	issued by the manufacturer or		
	distributor to the bidder		
-	Manufacturer's, distributor's or		
	bidder's certification that the		
	proposed grain dryer brand has		
	been sold in the Philippine		
	market for the last five (5) years,		
	accompanied or duly supported		
	by certification of the brand		
	manufacturer and other		
	documentary proof. The		
	documentary proof must be		
	verifiable through phone call,		
	ocular inspection or both,		
	covering the period beginning		
	from 2018 or earlier and maybe		
	any or a combination of the		
	following:		
	Tonowing.		
	a) Record of sales;		
	b) Dealership or servicing		
	agreements indicating the Brand		
	subject thereof;		
	· ·		
	c) Bill of Lading, and /or other similar records indicating		
	8		
	shipment or delivery of the grain		
	dryer brand to the Philippines;		
	d) Client's affidavit indicating		
	client's complete address and		
	telephone number, brand, type		
	and model of grain dryer, date of		
	purchase and duly supported by		
	physical proof of grain dryer.		
-	Certification from the supplier		
	that they will repair or replace the		
	defective parts or components and		
	provide after sales service within		
	72hours upon receipt of		
	complaints. (PNS/BAFS/PAES		
	192:2016)		
-	Certification of having at least two		
	(2) technicians/personnel trained		
	by the bidder on the operation,		
	repair and maintenance of the		
	heated air mechanical grain dryer		
-	Provision of training on the proper		
	handling, operation and		
	maintenance of the unit for at least		
1		•	

two (2) operators per beneficiary			
14. Certification from at least 1 client that they have satisfactorily complied with the provision of after sales service within 72hours upon receipt of the request.			
15. Notarized certificate of stock availability or stock allocation from the			
national distributor or manufacturer specifying the name of the project			
16. Certification of guaranteed spare parts availability for at least five (5) years			
17. Certification of Very Satisfactory Performance of the Heated Air Mechanical Grain Dryer being offered as			
to: i) Machinery Performance; ii)			
Machinery Durability; and iii) Availability of Parts and Service; and, issued by any			
government or private company in the Philippines, excluding PHilMech, duly			
signed by the Current Head of			
Agency/Company within the last one (1) year. For individual customers/clients,			
certification from at least 3 clients is			
required with full address and telephone numbers.			
Note: Please see attached certification			
template			
I hereby certify that the Statement of Compliance to if found false either during the bid evaluation or po our bid.			
		Signature over Printe	d Name of Bidder
Signed and Sealed* by: Signature over Printed Name Agricultural Engineer of Agricultural and Biosystems E	r	Posi	tion / Designation
*as per prescribed dry seal by PRC-PRBABE Resolu	ution No. 04 Series of 2018	(Name, Address & Tel.	No. of Company)
"Read and accepted as part of the contract"	51 –	BIDDER'S SIGNA	TURE

PROJECT SIGNAGE/MARKER LAYOUT DESIGN (FOR POSTHARVEST TECHNOLOGIES)

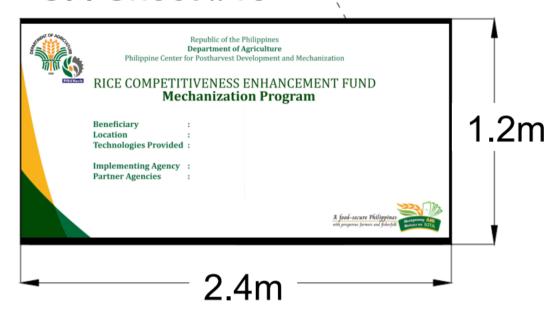


FRAMING PLAN



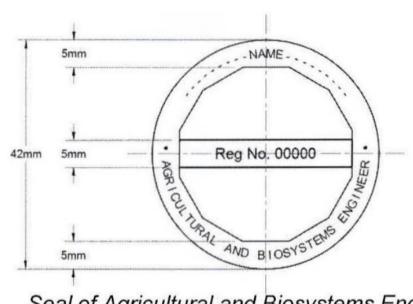
FRONT VIEW W/ G.I Sheet

G.I. Sheet #18



PAINTED ON G.I Sheet

SAMPLE OF AGRICULTURAL AND BIOSYSTEMS ENGINEER SEAL AS PRESCRIBED BY THE SECTION 27.1 OF THE RA 10915



Seal of Agricultural and Biosystems Engineer

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A		cuments ents
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Tec</u>	hnica	<u>l Documents</u>
	(b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started and/or delivered but not yet inspected and accepted , if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
	(d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or
	(e)	Original copy of Notarized Bid Securing Declaration; <u>and</u> Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
	(f)	Schedule of Requirements; and
	(g)	Original duly signed Omnibus Sworn Statement (OSS);
	(h)	and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney in case of sole proprietorship or for all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Both the Secretary's Certificate and Special Power of Attorney shall have specimen signature/s of the bidder's authorized representative/s, which authorizes the representative/s to transact with PHilMech relative to the subject procurement process; to sign in all the required tender documents, including the authority to enter into a Joint Venture Agreement (JVA) (if applicable); and appoint the lead partner and representative of the JVA. If executed abroad, the same must be duly authenticated by the Philippine Consulate in the place of execution.
<u>Fin</u>	ancial	<u>Documents</u>
	(i)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
		Class "B" Documents
	(j)	If applicable, a duly signed joint venture agreement (JVA) in case the joint

venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

- (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; and
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).

Bid Form for the Procurement of Goods [shall be submitted with the Bid]

	Bid Form (Lot No.)
	Date :
	Project Identification No.:
To: [name ar	nd address of Procuring Entity]
Supplemental acknowledged Goods in co figures or the and other bid made part of limited to: [sp	g examined the Philippine Bidding Documents (PBDs) including the or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly d, we, the undersigned, offer to [supply/deliver/perform] [description of the informity with the said PBDs for the sum of [total Bid amount in words and e total calculated bid price, as evaluated and corrected for computational errors, in modifications in accordance with the Price Schedules attached herewith and this Bid. The total bid price includes the cost of all taxes, such as, but not pecify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) and (iv) other fiscal levies and duties], which are itemized herein or in the Price
If our	Bid is accepted, we undertake:
a.	to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b.	to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c.	to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
Comn	t this paragraph if Foreign-Assisted Project with the Development Partner: nissions or gratuities, if any, paid or to be paid by us to agents relating to this ontract execution if we are awarded the contract, are listed below:
	dress Amount and Purpose of ncyCommission or gratuity

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

(if none, state "None")]

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

"Read and accepted as part of the contract"	59	
		DIDDED'S SIGNATURE

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of: _	
Date:	

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad								
Name	of Bidder				Project	ID No	Page _	of
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
Name):							
Legal	Capacity:							
Signa	ture:							
Duly authorized to sign the Bid for and behalf of:								

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder Project ID No Pageof							of		
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
Name:									
_	Legal Capacity:								
Sign	ature:								
Duly	Duly authorized to sign the Bid for and behalf of:								

Contract Agreement Form

THIS AGREEMENT made the	day of	20	between [name or
PROCURING ENTITY] of the Philippine	s (hereinafter	called "the	Entity") of the one par
and [name of Supplier] of [city and country	of Supplier]	(hereinafter	called "the Supplier") o
the other part;			

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications:
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

'Read and accepted as part of the contract''	63	
	03	BIDDER'S SIGNATURE

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

[PHilMech RCEF-23-01-04]

Lot no/s. being bid:	Name and Signature of Authorized Representative:

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)		
CITY/MUNICIPALITY OF)	S.	S

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units,

foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>by itself or by relation</u>, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any;
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project]; and
 - e. Monitoring of electronic service of related notices at *[insert bidder's email address]*. Bidder hereby acknowledges that service of notice to the email address indicated above shall be tantamount to actual service of such notice and shall be deemed received by the bidder on the date of service or email.

- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN	WITNESS	WHEREOF,	I ha	ive	hereunto	set	my	hand	this	 day	of	,	20	at
	,	Philippines.												

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

BID SECURING DECLARATION FORM

	C OF THE PHILIPPI	·
	, DELIVERY, INSTA AIR ME	ECURING DECLARATION LLATION AND TESTING OF VARIOUS HEATED CHANICAL GRAIN DRYERS PHilMech RCEF-23-01-04]
L	ot no/s. being bid:	Name and Signature of Authorized Representative:
	name and address of the	
1.	I/We understand that	at, according to your conditions, bids must be supported by the may be in the form of a Bid-Securing Declaration.
2.	any contract with a receipt of your Black provided under Sec Declaration, within procuring entity for bid securing declaration.	any procuring entity for a period of two (2) years upor exhisting order; and, (b) I/we will pay the applicable fine ction 6 of the Guidelines on the Use of Bid Securing fifteen (15) days from receipt of the written demand by the the commission of acts resulting to the enforcement of the ation under Sections 23.1(b), 34.2, 40.1 and 69.1, except of RA 9184; without prejudice to other legal action the dertake.
3.	I/We understand that the following circum	t this Bid Securing Declaration shall cease to be valid or stances:
	(a) Upon expira pursuant to y	ation of the bid validity period, or any extension thereogour request;

 $^{^2}$ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

(b)	I am/we are declared ineligible or post-disqualified upon receipt of
	your notice to such effect, and (i) I/we failed to timely file a request for
	reconsideration or (ii) I/we filed a waiver to avail of said right;

(c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

SUBSCRIBED AND SWORN to before me this of execution], Philippines. Affiant/s is/are personally known by me through competent evidence of identity as defined Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his identification card used], with his/her photograph and signature and his/her Community Tax Certificate No	to me and was/were identified in the 2004 Rules on Notarial s/her [insert type of government ure appearing thereon, with noissued on at
Notary Public for Roll of Attorneys PTR No	
Doc. No Page No Book No Series of	

[PHilMech RCEF-23-01-04]

	Lot no/s. bei	ng bid:	Nai	me and Signatu	re of Authorized	Representative	-		
					ontracts, included to the second section of the second sec				
Name of Client	Name of the Contract	Date and status of the Contract	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Purchase Order Number/s or Date of Contract/s		
	CERTIFIED CORRECT: Name & Signature of Authorized Representative								
			Posi		_				

[PHilMech RCEF-23-01-04]

	Lot no/s. beir	ng bid:	Nar	ne and Signatur	e of Authorized	l Representative:		
Statemen				tract of Simila		ithin the Last Ten		
Name of Client	Name of the Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	Official Receipt No. & Date, End User's Acceptance Date OR Collection Receipt		
		C	ERTIFIED	CORRECT:				
Name & Signature of Authorized Representative								
		_	Posit					

[PHilMech RCEF-23-01-04]

	Lot no/s. being bid:	Name and Signature of A	Authorized Representative:
Total Bid:	ABC (₱) of all the Lots being	PhP	
	CERTIFICATE OF NET FI (Please show figures	NANCIAL CONTRACT s at how you arrived at th	
(P	s to certify that our Net Financi) which is at least aputed as follows:		
CA Less: CL	Current AssetsCurrent Liabilities		₱ -
CL	- Current Emorrates	Sub Total 1 Sub Total 2	₱ <u>X 15</u> ₱
Less:	value of all outstanding or u projects under on-going cor contracts yet to be started co for this Project	ntracts, including awarded	- ₱
	Issued this day of	NFCC, 2023.	₱
	Name & Signatu	re of Authorized Represent	tative
		Position	

Date

Notes:

- 1. The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
- 2. The value of the outstanding or uncompleted contracts refers to those listed in the Statement of All Ongoing Government and Private Contracts, Including contracts awarded but not yet started.
- 3. The detailed computation must be shown using the required formula provided above.
- 4. The NFCC must be at least be equal to the ABC of the Project

(Name of Bank)

COMMITTED LINE OF CREDIT

Date:	
PHILIPPINE CENTER FOR POSTHA CLSU Compound, Science City of Muñoz Nueva Ecija	ARVEST DEVELOPMENT AND MECHANIZATION z
CONTRACT/PROJECT	:
LOT NO.	·
COMPANY/FIRM	:
ADDRESS	:
BANK/FINANCING INSTITUTION	:
ADDRESS	:
AMOUNT	:
granted the (Supplier/Distributor/Manufarshall be used to finance the performance of	
	from (date of bid submission) and such line of credit shall be of Acceptance of the goods/services subject of the Contract/project by
connection with the bidding requirem	d in favor of said (Supplier/ Distributor /Manufacturer/ Contractor) in the philippine Center for Postharvest Development and e-mentioned Contract/Project. We are aware that any false statement by.
This committed line of credit ca Philippine Center for Postharvest Develop	annot be terminated or cancelled without the prior written approval of oment and Mechanization (PHilMech).
Name and Signature of Authorized Finance	eing Institution Office
Official Designation	
Concurred by:	
Name & Signature of (Supplier/Distributo	or/Manufacture/Contractor) Authorized Representative
Official Designation	
Philippines. Affiant exhibited to me his/h	DRE ME this day of at, ner competent Evidence of Identity (as defined by the 2004 Rules on at, Philippines.
NOTARY PUBLIC	
Doc. No. : Page No. :	
Book No. :	
Series of :	

AFFIDAVIT

SUPPLY, DELIVERY, INSTALLATION AND TESTING OF VARIOUS HEATED AIR MECHANICAL GRAIN DRYERS (PHilmech RCEF-23-01-04)

)

Republic of the Philippines

Provin	ce of
	ipality / City of)
and on	me of Affiant], of legal age, [civil status], [Citizenship], and residing at [address], for behalf of (Company Name), hereinafter
referre	ed to as "our Company", with office address at , after being sworn in
accord	lance with law, depose and say:
1.	That I am the (current position /
2	designation) of our company;
2.	That I am fully authorized to represent and bind our company for the above-titled
2	Project and to execute this instrument;
3.	That notices/correspondence to our company may be served to
	(indicate official email address) and that any notice
	addressed thereto is tantamount to actual service;
4.	That our company is an authorized distributor / dealer of (Brand and model of machine being offered), in
	proof of which, a copy of Certification or Contract of distributorship/dealership is
	hereto attached as Annex A ;
5.	That the machines we are offering are not rebranded (brand not added, changed or
٥.	updated in any way), brand new and latest model;
6.	That our Manufacturer / National Distributor has committed to allocate to and supply
•	us with the number of machineries required for and by the Project, per the <i>Notarized</i>
	Certificate of Stock Allocation / Commitment to Supply indicating the name of the
	Project, hereto attached as Annex B;
7.	
, .	and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and
	Dealers Accreditation and Classification (NAMDAC), of which a copy of the
	Certificate of NAMDAC Accreditation / Registration is hereto attached as Annex C;
8.	That we assure or warrant a seventy-two (72) hour response time by trained
	technician/s to any request for repair and other after sales service, as evidenced by
	the Certification of Satisfactory Compliance with the Prescribed Seventy-Two-hour
	Response Time from a Client hereto attached as Annex D;
9.	That spare parts and services for the Machine we are offering are guaranteed
	available for at least the next five (5) years, as per the <i>manufacturer's or the national</i>

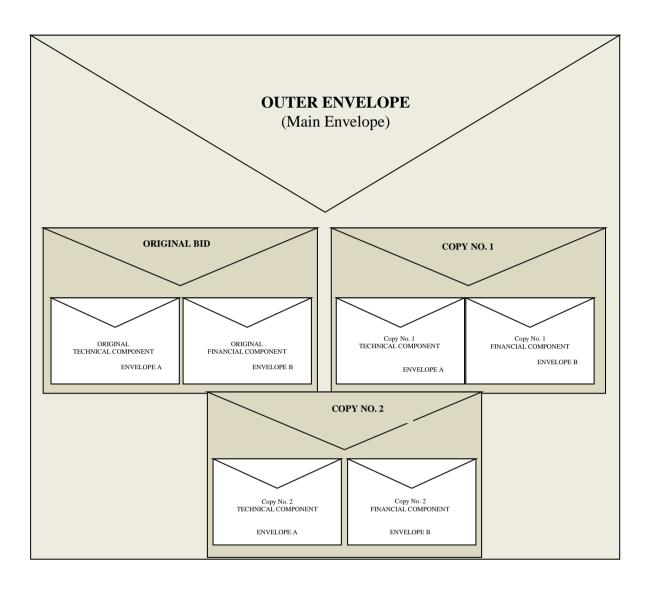
distributor's certification hereto attached as Annex E;

- 10. That once installed, our Company shall provide/shoulder all the test materials, and other logistics required for the purpose;
- 11. That the grain dryer brand we are offering, has been and is being sold in the Philippine market for the last five (5) years, as evidenced by the *documentary proof/s e.g. proof of sale*, hereto attached as **Annex F**;
- 12. That we will conduct training on the proper handling, operation and maintenance of each unit of grain dryer for at least two (2) operators per beneficiary;
- 13. That we will submit a duly signed electrical plan of the drying system offered (electrical layout, schedule of loads, general notes and/or specification, and legends/symbols) by a registered professional engineer as a condition for payment evaluation;
- 14. That the machine/s we are offering, is covered by a one (1) year warranty on parts and services against any manufacturing defect, as evidenced by the *Warranty Certificate* hereto attached as **Annex G**;
- 16. That all of the foregoing statements and their respective supporting documents are true and correct;
- 17. That we will willingly submit to our disqualification, if, in the course of post-qualification, any of the foregoing statements and/or supporting documents is found to be untrue or inaccurate, in whole or in part.

IN		WHEREOF, 3 at			•	this		day	of
	,								
						Af	fiant		

SUBSCRIBED AND SW	ORN before me	this of	, 2023 at
	Affia	ant is personally kr	nown to me and was
identified through competent evid-	ence of identity as	defined in the 200	4 Rules on Notarial
Practice (A.M. Np. 02-8-13-SC).	Affiant exhibited to	me his	
with ID Number	, with his	s photograph and	signature appearing
thereon.			
Witness my hand and seal t	his day of		_, 2023.
Doc. No			
Page No			
Book No			
Series of 2023			

PREPARATION OF BID ENVELOPE



All envelopes shall be marked in accordance with Section 15 of the Instruction to Bidders (ITB) of this Bidding Documents.

